

Accommodation, Car and Diving Package – Terms and Conditions

A. PACKAGE

1. General

The PACKAGE will include the following elements:

- 4 Nights in Sunrise Villa, including maid service, free transfer on arrival and departure.
- 3-Day PADI certified Open Water Course for 2 people including, transport to dive sites by speed boat, all equipment hire, use of underwater camera for final dive, and a meal on the dive boat on the final day of the scuba diving course.
- 4 days car rental.

2. Villa rental

Sunrise Villa is owned by Green Island Leisure Co., Ltd. The Terms and Conditions of Rental are set out below in section 'B. SUNRISE VILLA'.

3. Scuba Diving

The PADI certified Open Water Course for 2 people will be provided by H2O Scuba School, which will be responsible for all aspects of providing the scuba diving course. Green Island Leisure Co., Ltd is acting as Booking Agent on behalf of H2O Scuba School in respect of this package. The Terms and Conditions of the Open Water Diving Course are set out in section 'C. SCUBA DIVING'.

4. Car Rental

The car will be provided by a third party vendor. Green Island Leisure Co., Ltd is acting as Booking Agent on behalf of the third party vendor. The Terms and Conditions of the Car Rental are set out in section 'D. CAR RENTAL'.

5. Bookings

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5.1 Deposit Payment

An initial deposit of 50% of the Fee must be paid to confirm a booking. Payment can be made by PayPal in GBP, credit card or direct bank transfer. Rental prices are quoted in Thai Baht. The exchange rate from Thai Baht to other currencies will be determined by the bank rate of the Bangkok Bank for exchange at the time of booking. For full bank transfer details contact Green Island Leisure Co., Ltd at booking@sunrisevilla.info. A booking will only be confirmed after the 50% deposit payment has been received. Booking confirmation will be sent by email.

5.2 Payment of Outstanding Balance

The remaining 50% of the Fee must be paid in Thai Baht in person to the Rental Manager of Sunrise Villa. This payment is due before occupancy of Sunrise Villa, commencement of the PADI Open Water Course, or taking possession of the rental car.

5.3 Cancellation Policy

After a deposit payment has been made and a booking confirmed a full refund of the deposit is available for cancellations 90 days before the PACKAGE is due to commence.

If the PACKAGE is cancelled within 89 days or less before the rental period begins the entire deposit payment is forfeited. If it is necessary for Green Island Leisure Co., Ltd to cancel the booking in advance of the commencement date of the PACKAGE then the deposit payment will be repaid in full.

6. Jurisdiction

In the event of a dispute resulting from the PACKAGE, all parties agree that the dispute will be settled under the provisions of the Laws of the Kingdom of Thailand, under the exclusive jurisdiction of the Thai Courts.

7. Agreement

Any person making a booking the PACKAGE shall be deemed to have been

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read and understood and agreed to the Terms and Conditions laid out in this document. Please note: the person who makes the booking is taken to have accepted these Terms and Conditions on behalf of all members of the party staying in Sunrise Villa during the booking period.

B. SUNRISE VILLA

1. General

Sunrise Villa is the property of Green Island Leisure Co., Ltd a registered Thai Company.

2. Loss and Damages

2.1 Security Deposit

At the same time as paying the outstanding balance of the Fee, a Security Deposit for Loss or Damages to Sunrise Villa directly to the Rental Manager. The Security Deposit is 20,000 Thai Baht in cash or the equivalent sum in US Dollars, Euros, British Pounds Sterling or Japanese Yen. Alternatively, in lieu of cash, a passport may be left with the Rental Manager for the duration of the rental period. The assessed costs of making good any damage to Sunrise Villa, or replacement of missing items, that occur during the rental period will be deducted from the Security Deposit. In the case that a passport has been retained in lieu of a Security Deposit the assessed cost of making good must be paid in cash (Thai Baht) to the Rental Manager. When all assessed costs have been paid for the passport will be returned. If no losses or damages have occurred during the period of occupancy, then the full amount of the Security Deposit, or the passport, will be returned by the Rental Manger on the day of departure.

2.2 Definition of Damages

Damage done to the house does not include fair wear and tear, nor does it include damage caused by 'acts of God' such as storm damage, lightning damage etc.

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Examples of Possible Damages:

- Broken glass in windows and doors because an occupant has failed to secure the windows or doors securely against strong gusts of wind.
- Permanent staining to bed sheets, furniture covers and other fabrics.
- Broken cups, plates and crockery.
- Cigarette burns on the furniture or floors (smoking is not permitted in the house).
- Deep scratches on the wooden flooring or broken tiles.
- Damage caused to toilet plumbing due to people putting toilet paper and sanitary towels down the toilet.

2.3 Definition of Losses

A loss will be deemed to have occurred when an item listed in the Inventory is missing from the property, a copy of which is available on request from the Rental Manager.

2.4 Costs for Losses and Damages

The Rental Manager has been instructed to estimate, and seek quotes, for the actual cost of making good any loss or damage to Sunrise Villa or its contents. The actual cost includes any service fees or transport costs that would be incurred by Green Island Island Co., Ltd in making good of any damage or replacing missing items. Green Island Leisure Co., Ltd will charge no administration fee or other costs in addition to the assessed actual cost.

4 Services Provided

4.1 Use of property

Sunrise Villa is designed to comfortably accommodate 6 people in 3 double rooms. Prior permission must be sought from Green Island Leisure Co., Ltd for use by more than 6 occupants. If permission is not granted, additional occupants must vacate the property on request.

4.2 Check-in and Check-out times

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The earliest check in time is 12pm and the latest check out time is 11am. Without the prior agreement of Green Island Leisure Co., Ltd an additional fee for early check-in or late check-out may be charged. It will be entirely at the discretion of Green Island Leisure Co., Ltd whether to charge an additional fee and what amount shall be charged to the Renters.

4.3 Transport

The PACKAGE includes pick up from Thongsala or any other point on Koh Phangan (within reason) on the first day of the PACKAGE. The PACKAGE also includes transfer to Thongsala or any other point on Koh Phangan (within reason) on the day the PACKAGE ends. Some locations on Koh Phangan are inaccessible (or difficult to access) by car, in which case the transfer will be made from the nearest accessible location.

4.4 Utilities

The cost of electric, gas and water is included in the Rental Fee. We do urge our customers, however, to be mindful of wasting precious resources such as electricity and water, and to avoid leaving air-con units running when the house is unoccupied or taps running.

4.5 Cleaning

Sunrise Villa will be cleaned before occupancy. Thereafter the house will be cleaned, the bed linen changed and the rubbish removed once every two days.

5. Services not Provided

Unless services are explicitly referred to in our website, other marketing, or contracts they may not be provided. To avoid any difficulties please contact us by e-mail (booking@sunrisevilla.info) if you require any services which are not mentioned.

The services, goods and amenities not provided include drinking water, soft drinks, catering, and laundry of clothes. Occupants are expected to make their own arrangements to get these services, goods and amenities. The Rental

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Manager will provide advice where necessary.

6. Insurance

Green Island Leisure Co., Ltd does not provide any insurance cover as part of the PACKAGE. Green Island Leisure Co., Ltd will not be held liable for any accidents that occur as a consequence of staying in Sunrise Villa. Green Island Leisure will also not be held liable for any expenses or difficulties that occur as a result of infrastructure problems, civil or military disturbances, act of the Thai government or any other third party or any 'act of God' such as storms or droughts.

7. Acceptable Conduct

Renters must abide by the laws of Thailand. Moreover, if complaints are made to the Rental Manager about inappropriate conduct of any person or persons staying at Sunrise Villa then the Rental Manager has the right to terminate the rental element of the PACKAGE and demand that the person or persons in question vacate the premises of Sunrise Villa immediately.

8. Valuables

Green Island Leisure Co., Ltd does not accept any responsibility for the loss, theft or damage to any valuables left in the house such as passports, cash, travelers' cheques, laptop computers, mobile phones, digital cameras etc. It is advised that anyone staying at Sunrise Villa use the safety box provided and lock all doors whenever they leave the property to ensure the security of their personal possessions.

C. SCUBA DIVING

1. General

H2O Scuba School will be responsible for all aspects of the scuba diving course. On arrival at Sunrise Villa participants in the PACKAGE must contact H2O Scuba School must to discuss the scuba diving course due to commence the following day. Green Island Leisure Co., Ltd will provide contact details for H2O Scuba

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School and inform them of the arrival of participants at Sunrise Villa.

2. PADI certified Open Water Course

The PACKAGE includes all equipment, transport and tuition for the scuba diving course and certification for participants successfully completing the course.

3. Eligibility for scuba diving

3.1 Medical

Scuba diving is an activity which involves risk of death or serious injury. This risk increases for people with pre-existing medical conditions or older people. Some people may, for these reasons, be unable to participate in a scuba diving course. For this reason it is important that anyone wishing to participate in a scuba diving course carefully read and follow the advice in the MEDICAL STATEMENT sent along with this document. Under no circumstances will anyone be allowed to participate in a scuba diving course without first completing the MEDICAL STATEMENT. Failure to complete the MEDICAL STATEMENT will result in the loss of any monies paid in respect of the scuba diving course.

3.2 Swimming

Participants in scuba diving courses must be able to swim 100 metres.

3.3 Age

Participants in scuba diving courses must be aged 10 years or above.

4. Cancellation by a participant

If a participant decides to cancel the scuba diving course less than 90 days before it commences no refund of the deposit will be made.

5. Cancellation by H2O Scuba School

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If H2O Scuba School cancels part, or all, of the scuba diving course they will provide a refund of part or all monies paid for scuba diving course. Sometimes the weather makes it unsafe to reach the dive site. Under these circumstances, H2O Scuba School will offer the choice of completing the course on another day or a refund of monies paid in respect of the scuba diving course on a pro-rata basis for the part of the course which has not been completed.

D. CAR RENTAL

1. Collection of the Car

The car will be available for collection prior to arrival at Sunrise Villa on the first day of the PACKAGE.

2. Handover of Car

On collection of the car a passport must be left with the Third Party Vendor providing the car as a security deposit. The person renting the car must also sign a document provided by the Third Party vendor setting out the Terms and Conditions of the Car Rental.

3. Damages to the Car

The person renting the car will be liable for any damage to the car during the rental period. In the event of damage to the car the Third Party Vendor will determine the cost of making good any damage to the car. In the event of a dispute over the cost of damage to the car a representative of Green Island Leisure Co., Ltd will act on behalf of the person renting the car to attempt to resolve the dispute and reach an agreement with the Third Party Vendor.